

## Certificate of Notice Page 1 of 6

United States Bankruptcy Court

Eastern District of Pennsylvania

In re:

Ardena Y Starks

Debtor

Case No. 20-13580-elf

Chapter 13

District/off: 0313-2

User: admin

Page 1 of 2

Date Rcvd: Jul 02, 2021

Form ID: pdf900

Total Noticed: 8

The following symbols are used throughout this certificate:

**Symbol      Definition**

- + Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

**Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 04, 2021:**

<b>Recip ID</b>	<b>Recipient Name and Address</b>
db	+ Ardena Y Starks, 7300 Passyunk Avenue, Philadelphia, PA 19142-1544
14595954	+ Ally Financial Inc., c/o Regina Cohen, Esquire, 190 N. Independence Mall West, Suite 500, 6th and Race Streets, Philadelphia, PA 19106-1557

TOTAL: 2

**Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.**

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

<b>Recip ID</b>	<b>Notice Type: Email Address</b>	<b>Date/Time</b>	<b>Recipient Name and Address</b>
smg	Email/Text: megan.harper@phila.gov	Jul 02 2021 23:21:00	City of Philadelphia, City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor, Philadelphia, PA 19102-1595
smg	Email/Text: RVSVCBICNOTICE1@state.pa.us	Jul 02 2021 23:21:00	Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946, Harrisburg, PA 17128-0946
smg	+ Email/Text: usapae.bankruptcynotices@usdoj.gov	Jul 02 2021 23:21:00	U.S. Attorney Office, c/o Virginia Powell, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404
cr	+ Email/Text: blegal@phfa.org	Jul 02 2021 23:21:00	Pennsylvania Housing Finance Agency, 211 North Front Street, Harrisburg, PA 17101-1406
14535116	+ Email/Text: ally@ebn.phinsolutions.com	Jul 02 2021 23:21:00	Ally Financial, Attn: Bankruptcy Dept, Po Box 380901, Bloomington, MN 55438-0901
14537520	Email/Text: ally@ebn.phinsolutions.com	Jul 02 2021 23:21:00	Ally Financial, PO Box 130424, Roseville, MN 55113-0004

TOTAL: 6

**BYPASSED RECIPIENTS**

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

<b>Recip ID</b>	<b>Bypass Reason</b>	<b>Name and Address</b>
cr	*+	Ally Financial Inc., P.O. Box 130424, Roseville, MN 55113-0004

TOTAL: 0 Undeliverable, 1 Duplicate, 0 Out of date forwarding address

**NOTICE CERTIFICATION**

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains

**the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Jul 04, 2021

Signature: /s/Joseph Speetjens

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 2, 2021 at the address(es) listed below:

Name	Email Address
BRAD J. SADEK	on behalf of Debtor Ardena Y Starks brad@sadeklaw.com bradsadek@gmail.com;sadek.bradj.r101013@notify.bestcase.com
LEON P. HALLER	on behalf of Creditor Pennsylvania Housing Finance Agency lhaller@pkh.com dmaurer@pkh.com;mgutshall@pkh.com
REBECCA ANN SOLARZ	on behalf of Creditor Pennsylvania Housing Finance Agency bkgroup@kmllawgroup.com
REGINA COHEN	on behalf of Creditor Ally Financial Inc. rcohen@lavin-law.com ksweeney@lavin-law.com
SARAH ELISABETH BARNGROVER	on behalf of Creditor PNC BANK NATIONAL ASSOCIATION amps@manleydeas.com
United States Trustee	USTPRegion03.PH.ECF@usdoj.gov
WILLIAM C. MILLER, Esq.	on behalf of Trustee WILLIAM C. MILLER Esq. ecfemails@ph13trustee.com, philaecf@gmail.com
WILLIAM C. MILLER, Esq.	ecfemails@ph13trustee.com philaecf@gmail.com

TOTAL: 8

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: : BANKRUPTCY NO. 20-13580(ELF)  
ARDENA Y. STARKS :  
Debtor : CHAPTER 13

**STIPULATION RESOLVING ALLY FINANCIAL INC.'S  
MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

THIS MATTER having been brought before the Court on a Notice of Motion for Relief From the Automatic Stay Pursuant to 11 U.S.C. §362(d) by Lavin, Cedrone, Graver, Boyd & DiSipio, attorneys for Ally Financial Inc. and Brad J. Sadek, Esquire attorney for Ardena Y. Starks (the "Debtor"), having consented to the entry of the within Order, and for good cause shown; AND NOW COMES Ally Financial Inc., by and through their counsel, and state as follows:

(a) Ardena Y. Starks (the "Debtor") financed the purchase of a 2015 Nissan Altima, VIN: 1N4AL3AP2FC241967 (the "Vehicle") pursuant to the terms of a Retail Installment Sale Contract dated June 1, 2015 (the "Contract") which has been assigned to Ally Financial Inc..

(b) Pursuant to the Contract, Ally Financial Inc. maintains a perfected security interest in and to: (a) the Vehicle; (b) accessories, equipment and replacement parts installed in the Vehicle; and (c) service contracts on the Vehicle.

(c) The Debtor desires to retain possession of the Vehicle and provide adequate protection for Ally Financial Inc.'s interest in the Vehicle.

NOW THEREFORE, in consideration of the above, Ally Financial Inc. and the Debtor STIPULATE AND AGREE as follows:

1. The Debtor is currently \$4,921.56 in post-petition arrears through and including the May 29, 2021 due payment. The Debtor acknowledges her account is in post-petition arrears in the amount of \$4,921.56.

2. The Debtor is paying \$4,921.45 of the arrears along with \$500.00 attorney fees through the Chapter 13 Plan for a total payment of \$5,421.56. Claimant shall file an amended Proof of Claim including the arrears as stated above. Debtor shall amend her plan within thirty (30) days to include this amount.

3. The Debtor shall resume making regular monthly contractual payments in the amount of \$550.86 each, commencing with the payment due on or before June 29, 2021. Pursuant to the Contract, a late charge may be assessed for any payment not received in full within ten (10) days after it is due.

4. The Debtor shall make the June 29, 2021 payment and all future payments on time. Said payment shall be forwarded to: Said payment shall be forwarded to: Ally Financial Inc., Payment Processing Center, P.O. Box 78234, Phoenix, AZ 85062-8234.

5. All payments shall be made payable to Ally Financial Inc., Payment Processing Center, P.O. Box 78234, Phoenix, AZ 85062-8234.

6. The Debtor hereby agrees to maintain insurance coverage in such types and amounts as are required by the Contract until such time as all amounts due Ally Financial Inc. under the Contract are paid in full.

7. If Debtor fails to comply with any of the stipulated terms herein, or if Debtor fails to make trustee payments within fifteen (15) days of due date, Ally Financial Inc. may be granted relief from the automatic stay with respect to the Vehicle upon filing a Certification of Counsel that Debtor is in default, together with a proposed Order to the Bankruptcy Court, and serving

copies of the same upon the Trustee, Debtor and Debtor's counsel. It is also expressly understood that the notice and cure period provided herein, only applies with respect to Ally Financial Inc.'s ability to obtain relief from the automatic stay in this bankruptcy case and does not in any way apply to or restrict Ally Financial Inc.'s ability to pursue its rights pursuant to the Contract.

8. If for any reason Debtor(s)' case is closed, terminated, dismissed or converted, the parties hereto agree and acknowledge that the terms of this agreed/stipulated order will be null and void and the parties are returned to the status quo with their respective rights under state law and the Contract.

9. The Trustee has no objection to the terms of the stipulation, without prejudice to any of their rights and remedies.

10. This Stipulation may be executed by facsimile and such facsimile signatures shall be deemed as originals.

11. The signature pages of this Stipulation may be executed in counterpart and all such signature pages, when attached, shall become part of the original Stipulation.

CONSENTED TO BY:

DATED: 6/7/21

  
BRAD J. SADEK, ESQUIRE  
Attorney for the Debtor

CONSENTED TO BY:

DATED: 6/14/21

/s/ Regina Cohen

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REGINA COHEN, ESQUIRE  
Attorneys for Ally Financial Inc.

CONSENTED TO BY:

DATED: 6/23/21

/s/ LeRoy W. Ethridge, Esquire

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WILLIAM C. MILLER  
Chapter 13 Trustee  


SO ORDERED:

ENTERED ON: 7/2/21

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ERIC L. FRANK  
United States Bankruptcy Judge  


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